

GENERAL TERMS AND CONDITIONS MARIMEX BV.

1. Applicability

1.1. These general terms and conditions apply to - and form an integral part of - every offer, quotation and agreement that pertains to "user", to be supplied by MARIMEX BV in Noordwijk, to be delivered products of any kind, unless explicitly and otherwise agreed in writing.

1.2. In these general terms and conditions, "the customer" means: any (legal) person who orders and / or purchases goods from or via the user.

1.3 Deviation from these terms and conditions is only possible if parties have explicitly agreed in writing.

2. Formation and amendment of the agreement

2.1 All offers and quotations made by the user, in whatever form, are without obligation unless a term for acceptance is included in the offer. Only by written (order) confirmation from the user or by actual execution by the user is a contract concluded.

2.2 All indications in offers, quotations or agreements and the appendices thereto, such as images, drawings, measurements, weights, yields and colors and in addition the properties of any test specimens provided are only indicative. Minor deviations are therefore not for the account and risk of the user.

2.3 Obvious errors or mistakes in the offers of user release it from the duty of fulfillment and / or any obligations to compensation resulting therefrom, even after the conclusion of the agreement.

3. Execution of the agreement

3.1 Delivery takes place according to the applicable Incoterm: DAP (delivered at place). If the customer refuses delivery at the agreed time, or fails to provide information or instructions necessary for the delivery, the user is entitled to store the products at the expense and risk of the customer.

3.2 Goods shall be deemed to have been delivered, as soon as the user has informed the customer that the items, whether or not yet to be assembled in whole or in part, are ready to be picked up by the customer or a third party to be picked up by the customer or to be ordered by the customer. customer to be sent. From the moment of delivery the delivered goods are at the risk of the customer.

3.3 If the parties expressly agree that the user takes care of the transport of the products, both the costs and the risk of loss or damage during transport are at the expense of the customer.

3.4 The notification of delivery terms in offers, quotations, agreements or otherwise is always done by the user to the best of his knowledge and these terms will be observed as much as possible, but they are not binding.

4. Prices

4.1 All prices are in euros and are exclusive of sales tax and other levies imposed by the government. Any special extra costs relating to the import and / or customs clearance of goods to be delivered by the user to the customer are not included in the price and are therefore at the expense of the customer.

4.2 The amounts shown in the user's offers are based on the prices, prices, wages, taxes and other factors relevant to the price level during the offer. If after the (order) confirmation changes occur in one or more of the aforementioned factors, the user is entitled to adjust the agreed price accordingly. If, pursuant to the present provision, a price increase is made, and the increase amounts to more than 10% of the total agreed amount, the customer has the right to dissolve the agreement in writing within eight days after it has been or could become aware of the price increase.

5. Payment

5.1 Payment must always take place within 14 days of the invoice date. The customer is not entitled to set off any claim on the user against the amounts charged by the user.

5.2 User always has the right to deliver or invoice delivered goods per partial delivery.

5.3 Payment is made by deposit or transfer to a bank account designated by the user. User always has the right to demand security for the payment or advance payment both before and after the conclusion of the agreement, such as suspension of the execution of the agreement by the user, until the security has been provided and / or the advance payment has been received by the user. . If payment in advance would be refused, the user is entitled to dissolve the agreement and the customer is liable for the damage resulting therefrom for the user.

5.4 The User is entitled to suspend the delivery of products that it holds for the Customer in connection with the performance of the agreed work until all payments due to the User have been paid in full.

5.5 If payment does not take place on time, the customer is legally in default without a notice of default being required. The customer owes legal interest to the user from that moment as referred to in Article 6: 119a of the Dutch Civil Code.

5.6 In the event that no payment has yet been received after the expiry of a further payment term set by a written notice, the customer will owe a fine equal to 10% of the principal sum due to the user to the user, regardless of whether the user has had to make extrajudicial collection costs and without prejudice to the user's right to claim compensation.

5.7 Without prejudice to the other rights of the user pursuant to this article, the customer is obliged to the user to compensate the collection costs that the user had to make and which go beyond sending a single summons or only doing a - not accepted - settlement proposal, obtaining simple information or compiling the file in the usual way. These costs are determined on the basis of the guidelines applicable at that time at courts in the Netherlands.

5.8 The applicability of article 6:92 Dutch Civil Code is excluded with regard to the penalty clause included in this article.

6. Warranty

6.1 If the user provides a guarantee to the customer in respect of the work or products it has delivered or to deliver, it will expressly make this known to the customer in writing. In the absence of such express written notice, the customer can not invoke the warranty, without prejudice to his legal rights arising from mandatory provisions.

6.2 If an appeal on the customer's guarantee would be well-founded, the user will restore the products to be delivered to the user's choice or deliver them as agreed, unless this would have become demonstrably pointless to the customer. If the user informs the customer to proceed with the repair, the customer will return the delivered products to the user at its expense and risk.

6.3 Any warranty obligations of the user lapse if faults, defects or imperfections with respect to those goods are the result of incorrect, careless or incompetent use or management of delivered goods by the customer or third parties engaged by the customer or if they are the result of external causes such as fire or water damage, or if the customer or a third party has made changes to the goods delivered by the user without permission from the user.

7. Complaints

7.1 Any complaints about a product delivered by the user must be immediately communicated to the user in writing by the customer and must be motivated. If 2 days after delivery of the products have expired, the customer can no longer be justified, unless the defect at the time of delivery would not have been perceptible in a careful and timely inspection. In that case, the customer must inform the user of the defect in writing and motivated within 5 days after the defect has become known or known to the customer.

7.2 Without prior written consent, the user is not obliged to accept returns from the customer. The receipt of return shipments in no case implies acceptance by the user of the ground for return as stated by the customer. The risk with regard to returned products remains with the customer until the products have been credited by the user.

7.3 If the customer invokes a possibly agreed guarantee scheme but the appeal then turns out to be unjustified, the user has the right to charge the customer for the activities and costs of research and repair that have resulted from the appeal in accordance with her. usual rates, with a minimum of € 100.00.

8. Reservation of ownership

8.1 All products to be delivered and delivered by the user remain the property of the user under all circumstances, as long as the customer has any claim from the user, including in any case the purchase price, extrajudicial costs, interest, fines and any other claims as referred to in article 3:92, Paragraph 2 of the Dutch Civil Code has not been met.

8.2 The customer is obliged to store the products delivered under retention of title with due care and as recognizable property of the user.

8.3 The customer is not authorized to pledge the products delivered under retention of title to third parties, to encumber them in any other way or to transfer them in whole or in part, as long as such transfer is carried out in pursuit of the usual business activities of the products delivered under retention of title. the customer.

8.4 If the customer fails to comply with its payment obligations towards the user or the user has good reason to fear that the customer will fail in these obligations, the user is entitled to take back the goods delivered under retention of title. The customer shall cooperate and grant the user free access at all times to its premises and / or buildings for inspection of the goods and / or for exercising the rights of the user. After collection, the customer will be credited for the market value, which in no case can exceed the original price that the customer had agreed with the user, reduced by the costs incurred by the user from the repossession.

9. Dissolution and termination

9.1 The customer is deemed to be in default if he does not fulfill any obligation from the agreement or not timely, as well as if the customer does not comply with a written warning to fully comply within a set reasonable term.

9.2 In the event of default by the customer, the user is entitled without any obligation to pay damages, and without prejudice to the rights accruing to it, to dissolve the agreement in whole or in part by means of a written notice to the customer and / or the user possibly to the user. to immediately claim the amount due in full and / or to invoke the retention of title.

9.3 User is entitled to dissolve the agreement with immediate effect if the customer requests suspension of payments or bankruptcy or is applied for or all or part of its assets are seized. All invoiced amounts will then become immediately due and payable. User will never be held to pay any compensation because of this termination.

10. Force majeure

10.1 User is not liable if a shortcoming is the result of force majeure. During the period of force majeure, the obligations of the user will be suspended. If the period in which the fulfillment of the obligations by the user is not possible due to force majeure lasts longer than three months, both parties are entitled to dissolve the agreement without judicial intervention, without any obligation to pay any compensation.

10.2 The term 'force majeure' as referred to in this article in any case means unforeseen circumstances, also of an economic nature, which have arisen out of fault or the actions of the user, such as, among other things, serious disruption in the company, forced downsizing of the production, strikes and exclusions, both at user and at supply companies, war, hostilities, state of siege, mobilization, either in the Netherlands or in any other country where any branches of user or subcontractors are established, delays in transport or delayed or faulty delivery of goods or materials or parts by third parties including supplier supply companies.

10.3 If the user has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partly fulfill its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the customer is obliged to pay this invoice as if it concerned a separate agreement.

11. Liability

11.1 User is only liable for damage the customer suffers, if and to the extent that such damage is the direct result of intent or deliberate recklessness of user's supervisors.

11.2 The total liability of the user shall in all cases be limited to compensation for direct damage, whereby the total amount to be paid by the user to the customer due to any cancellation obligations and compensation of damage shall never exceed the amount of the amount for the agreement stipulated price (excluding VAT).

11.3 User is not liable for damage, if and insofar as the customer has insured against the relevant damage or could reasonably have insured.

12 Disputes and applicable law

12.1 If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions then the interpretation of that provision (s) must take place 'in the spirit' of these general terms and conditions.

12.2 Dutch law is applicable to an agreement concluded with the user. Foreign legislation and treaties including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) are excluded.

12.3 Any disputes relating to this agreement or arising from this agreement will in the first instance be settled exclusively by the competent court in the district.

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